

TWO CASES TRIED

By the Police Board and Nothing in Either One.

WAS HARMONY TO BURN

Proceedings Progressed in the Most Agreeable Manner. Frank Couley Failed to Prove His Charge. Another Meeting Thursday Night.

The police board met last night in special session for the purpose of trying two cases, that of Officer Booker, charged with insubordination, and that of Officer Giddings, charged with cruelly treating one Frank Couley, a prisoner.

Officer Booker was charged by Sergeant Reynolds with using language toward him that should not have been used by a superior officer; but it appears that Officer Booker did not intend to be insubordinate, and that the charge was withdrawn and the case dropped.

The case against Officer Giddings was gone into thoroughly, and that officer was acquitted.

Incidentally, the proceedings were marked by a pleasing harmony between the members. There was no disagreement of any kind, and everything progressed with a smoothness that seems to bode well for the future.

His Honor, the mayor, was present during the entire session.

When the case of House Sergeant Booker was called, Sergeant Reynolds made a statement.

He said that he thought, when he brought the charge that Mr. Booker had used language toward him which constituted insubordination, and disrespect toward him as a superior officer, Mr. Booker, however, had said that he spoke in haste, without intending any disrespect, and had since apologized.

The sergeant said further that if Mr. Booker had apologized at the time the charge was made, he desired to withdraw the charge, being perfectly satisfied.

Mr. Wilson thought that the case had gone too far to be withdrawn, though he had no desire to be hard on Mr. Booker.

Col. J. C. Baker, representing Mr. Booker, argued along the same lines and was supported by Mr. Stuart.

Mr. MacKay thought it would be setting a bad precedent to dismiss the matter at this stage and advised that the trial proceed.

Mr. Wilson said that he thought that Mr. Booker had been sufficiently punished and as he had apologized and the sergeant desired to withdraw the charge he moved that the proceedings be dismissed, which was done accordingly.

The case of Officer Giddings was then called. Col. Baker appearing for Officer Giddings, Mr. H. H. Ruth representing the complainant, Frank Couley, who was placed on the stand.

Frank said that on October 8th, he was going down Jefferson avenue with a woman when Officer Giddings put him under arrest. The woman asked him where his pocketbook was. He said that the officer had it. Then Officer Giddings struck him across the eye, blinding him, and calling him a vile name, coupled with an oath, resulting in the imputation that he had the negro's pocketbook. Later on at the station house, Frank said, "well, Mr. Giddings, you've blinded me" and the officer said "That ain't all I'll do to you, you——— I'll knock your brains out if you don't watch out, or words to that effect."

Frank's sight was tested in a fashion. He was asked to close his good eye. A roll of greenbacks was held up before his bad eye, and he said he couldn't see it, which was thought to be pretty good evidence.

Frank said he was arrested for being drunk, but he was not so drunk he did not know what he was about and furthermore he did not give the officer any cause to use violence.

During the time Frank was in jail—ten or twelve days—he did not send for a doctor, but afterward he came over to the station house and a doctor examined his eye.

Being further examined, Frank said he knew he was lying when he told the woman—her name was Hattie Benson—that the officer had his pocketbook; but the woman was under arrest and he did not want her to know that he had the money.

Dr. Willis was introduced. He is an eye and throat specialist. Dr. Willis testified that he examined Frank's eyes, and found blood on the gland of the eye, and also a rupture. The man, he said, was blind in the left eye.

Dr. Willis said he could not say how long the eye had been in that condition, and furthermore the same condition of that left eye could have been brought about by certain diseases, or by a fall.

The next witness was Hattie Benson, who said Frank did not have to drag him. She saw the officer strike Frank when Frank said he had his pocketbook. She did not know what the officer struck the man with. Her story was simply a substantiation of Frank's statement. Hattie said she did not give the officer any trouble and she testified that if Frank was not drunk he was "pretty good and full."

This ended the complainant's evidence.

Dr. W. F. Creasy was introduced by the defense. He was city physician at the time of the occurrence under discussion. Couley, he said, had never asked him to attend him for the injury to his eye; indeed, no one at the jail had spoken of Couley's eye being hurt.

Officer Messick was with Officer Giddings when he arrested Frank. He testified that the couple were coming down the street in a very disorderly manner. Giddings arrested Frank and Messick arrested Hattie and turned her over to Giddings and went across the street to make another arrest. That was all Officer Messick knows about it except that Couley was very disorderly, also when he got to the station house. He did not hear Couley say anything at the station house about his eye being knocked out. Frank did not present the appearance of having been maltreated.

House Sergeant Booker, who was on duty when Frank was brought in, did not hear Frank say anything about his eye being knocked out, but he accused the officer of having stolen \$5 on the way over to the station house. Officer Giddings said, "I'll knock your blamed head off if you say I stole your money," or words like that.

Officer Giddings testified that on the night in question Frank and Hattie were coming down Jefferson avenue in a disorderly manner. It was about 2 o'clock in the morning. They were

both drunk and swearing. They were put under arrest. Frank said "I ain't going a——— step," and Officer Giddings searched him. When the woman asked Frank if he had his pocketbook, Giddings had it. He kept calling Officer Giddings a thief and cursing him until they crossed the track, when the officer slapped him in the mouth with his open hand. He did not use his club at all.

This, said Officer Giddings, was practically the same testimony he gave in the police court.

Officer Crump was in the police court when Couley was tried. He heard him make no complaint about the eye but heard him say that Officer Giddings had struck him but he saw no evidence of a lick and thought at the time it must have been a very slight blow.

Col. Baker asked Officer Crump who started the prosecution against Officer Giddings.

"Mr. McCullom, I believe," answered Officer Crump.

Mr. Ruth objected and the board sustained the objection.

Col. Baker withdrew the question.

Officer Robbins testified that Frank was drunk and disorderly when he brought into the station house. He heard the prisoner say something about Officer Giddings "smacked" him in the eye. Officer Robbins said that he looked at Frank's eyes and both of them seemed "badly diseased." They were not bloodshot.

This concluded the evidence. In a brief argument Mr. Ruth said that it was a strange thing that Robbins, over at the sergeant's desk, heard Frank say Giddings struck him in the eye, and Booker, searching the prisoner, did not hear the remark. It proved, he argued, that some one had deliberately lied.

Col. Baker closed the case with a brief argument.

The board took the case, and after less than five minutes' consideration, acquitted Officer Giddings, holding that the charges were not proven.

An adjournment was then had until next Thursday night, when Officer Giddings will be tried on a charge of using undue violence in making an arrest, and Officer McCullom will be tried on a charge of intoxication.

The board will also take up the matter of certain amendments to police regulations.

A MYSTERY DISSIPATED.

Just What It Was That the Police Officers Wanted of the Board.

The mystery of that portion of the police officers submitted at the last regular meeting of the board has been dissipated.

Officers Crawford, Giddings, O'Hara, Velline, Padgett, Warner, Messick, Ayres and Duncker, the signers of the petition, which merely asked permission to appear before the board and state their reasons for the request, only desired to ask the board to amend certain regulations which they thought worked a hardship on the patrolmen.

These were the three regulations providing:

1. That officers shall wear belts for their weapons, no matter what the weather or the time of day or night.

2. That no officer shall leave his belt or enter a house while on duty, thus preventing the patrolmen from conveniently getting anything to eat during the long night watch of twelve hours.

3. That the force shall go on duty at 6 o'clock Sunday evenings instead of at 7 o'clock, as formerly.

When the petition was presented the board did not know what the men wanted, and it was decided to summon the whole force before the board to state what grievances they might have, if any.

Yesterday at 11 o'clock was the date set for the hearing, but it was an hour or more before the board convened.

The nine signers of the petition were first heard. These officers all stated their desires. They wanted to dispense with wearing belts under their overcoats at night, as it was better to have their weapons in their overcoat pockets, because they could not get at them quick enough the other way. They wanted a chance to get something to eat at night—permission to enter a restaurant for that purpose, or to go to their homes, when their homes were on their beats, or if they brought lunches, to have them eat them while they were on duty, their uniforms having no pockets. They also wanted the hour of going on duty on Sunday evening changed back to 7 o'clock, as it formerly was. The change to 6 o'clock was made for the purpose of giving officers relieved by the night force an opportunity of going to church.

This was the rub, and substance of the request made by all of the nine. Several were questioned as to whether they had anything to say against their superior officers, and all who were so questioned, denied that they had. The chief of police stated that the mayor in his charges had said that there were members of the force to whom he did not speak and who did not speak to him. He asked those present if there were any among them to whom he did not speak. They replied that there was not. Officer Crawford said that there was, that the chief was not then on trial.

The remainder of the force was brought in and questioned. They all agreed that the belt regulation should be changed so as to permit the officers to carry their weapons in their overcoat pockets on cold nights. They all agreed that some arrangement was necessary so the officers could get a lunch at midnight. As to the Sunday hour, there was a diversity of opinion, some wanting 6 o'clock and others 7 o'clock, and some not caring which. Altogether, a considerable majority wanted the 7 o'clock hour.

Sergeant Reynolds, being asked his opinion, said that personally he preferred 6 o'clock, but would not on any account ask for that hour if a majority of the force wanted 7 o'clock. He agreed that it would be better for the officers to be able to carry their weapons in their overcoat pockets in cold weather, when they had their overcoats buttoned up, but he argued that the belt was a good institution where it could be advantageously used, say when the officers did not have their overcoats on and buttoned up. He also said that it was necessary for some arrangement to be made whereby the force could get lunch at midnight, but the problem, he admitted, was a hard one inasmuch as this city, owing to its small force, cannot have a midnight shift as they do in the larger cities.

The sergeant took occasion to state to the board the well known necessity for another sergeant, as he having more work than he could properly attend to, and his hours being too long. He said that he realized the financial condition of the city and the inability of the board to increase the force at this time, but suggested that a man could, with advantage, be detailed from the regular patrol force for the purpose until an extra sergeant could be secured.

Before closing the officers, each of the three members of the board addressed them briefly, to the point, each

(Continued on seventh page.)

TWO ORDERS MADE

In Case of Knickerbocker Steam Towage Co. vs. A. T. Co.

THE TWO BARGES RELEASED

They Are Now in the Custody of the United States Court. Lawyers May Arrive at a Mutual Agreement. If Not Another Term Will Be Had.

The lawyers were at it again all day yesterday in the case of the Knickerbocker Steam Towage Company versus the Atlantic Transportation Company, the proceedings being to settle the question of the superiority of the attachment of the plaintiff over the specific liens of other creditors.

About 4 o'clock the court adjourned, continuing the case until next term, or to a special term, should one be decided upon, it being understood that the lawyers in the case would get together in the meantime and endeavor to reach a mutual agreement that would make further proceedings in the court unnecessary.

Two orders were entered yesterday in the case, and these tell the story of the day's proceedings well. The first order is as follows:

"In the Circuit Court of the City of Newport News, the 24th day of November, 1898.

"The Knickerbocker Steam Towage Company vs. The Atlantic Transportation Company.

"This day came the Western National Bank, by its attorney, and moved that its petition hereto testified in this action be dismissed, which is ordered accordingly. Came also the plaintiff, by its attorney, and it appearing that said plaintiffs have heretofore directed the sergeant of this city to release from the attachment issued in this action the barges Woodside and West Virginia on its motion. The said sergeant is directed to release said barges from said attachment, the rights of the plaintiff in all respects being fully preserved. The said plaintiff shall pay the costs and expenditures of the keeping of said Woodside and West Virginia up to and until the date of said notice by said plaintiffs. In the event that the sergeant of the city of Newport News declines to further hold the said Woodside and West Virginia, he shall deliver them to Morgan Treat, United States Marshal and receiver in the case of the C. & O. Ry. Co. vs. Atlantic Transportation Co., pending in the United States Circuit Court."

This is the second order, entered just before court adjourned:

"Knickerbocker Steam Towage Company.

"Against Atlantic Transportation Company.

"This case came on this day to be heard upon the petition and amended petitions of the United States Mortgage and Trust Company, the last of which said petitions was third day filed by leave of court, under which said petitions the said United States Mortgage and Trust Company set out a claim to an interest in, and a lien on, the property heretofore attached in this case, to-wit: the proceeds of the sale of the steamer Santuit, now on the treasury of this court, and therein stated the nature of its said claim and gave security for the costs which may accrue in connection with the said petition.

"And this cause also came on to be heard upon the motion of the said United States Mortgage and Trust Company to abate the said attachment on following grounds:

"1. Because the steamer Santuit heretofore attached in this case was in the city of Newport News when the attachment was sworn out, on December, 31st, 1898.

"2. Because the return of the Sergeant does not show that the property attached was the property of the defendants.

"3. Because the order of this court entered in the Chancery suit of the Chesapeake and Ohio Railway Company against the Atlantic Transportation Company on the 5th day of January, 1899, released the said steamer Santuit from the custody of the Sergeant and delivered her to the receivers of the defendant company, substituting in the place of the said steamer a bond in the penalty of fifty thousand dollars.

"And neither party demanding a jury, the court, on motion of the plaintiff, permitted the sergeant to amend his return in order to make the same show that the said steamer Santuit at the time of the seizure thereof was the property of the Atlantic Transportation Company, to which action of the court the United States Mortgage and Trust Company excepted; and thereupon proceeded to inquire into the claim of the said United States Mortgage and Trust Company, as set out in its said petition and amended petitions, its said motion to abate the said attachment, and into the claim of W. N. Coler, Jr., as set out in his petition filed in this cause; and the evidence of the respective parties having been introduced and argument heard, the court not being advised of its judgment takes time to consider thereof, and the said cause is accordingly continued until a special term thereof is such special term shall be hereafter directed."

Marshal Treat took custody of the barges immediately after court adjourned, giving Sergeant Miltstead the necessary receipt for them.

In the United States District Court said has been entered by Ernest Wilkerson of New York, counsel for Bradley A. Fisher, of the United States navy, at present attached to the Atlantic station, and Charles B. Van Nostrand, of New York, in equity, against the Newport News Shipbuilding and Dry Dock Company.

The bill of complaint is voluminous. It alleges that the complainants are the sole patentees of an improved device for controlling electrical motors, and the defendant company is charged with infringing their patent rights by manufacturing and selling the devices without authority.

The patentees ask the court to perpetually enjoin the shipbuilding company from further infringing upon their rights and also to award them damages in the sum of three times the amount of their alleged actual losses by reason of previous infringement.

The case is set for a hearing at the December term of the Federal court.

The patentees do not state to what extent they believe themselves to be damaged.

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(Continued on seventh page.)



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